



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-7997

**BOARD OF SUPERVISORS**

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Fifth District

December 2, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO VARIOUS CHILD CARE SERVICES AGREEMENTS**  
(1<sup>st</sup>, 2<sup>nd</sup> and 5<sup>th</sup> Districts) (3 Votes)

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Director of Health Services, or his designee, to accept and sign Amendment No. 5 to Agreement Nos. H-201020 at H. Claude Hudson Comprehensive Health Center and H-201249 at Harbor-UCLA Medical Center with Knowledge Beginnings Solutions, Inc., Amendment No. 9 to Agreement No. 59762 at LAC+USC Medical Center and Amendment No. 1 to Agreement H-700258 at Olive View-UCLA Medical Center with Child Development Consortium of Los Angeles for the provision of Childcare Center Services, extending the terms of the agreements from January 1, 2005 through December 31, 2005, with an option to renew on a month-to-month basis through August 31, 2006, with no net cost to the County.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

In approving this Agreement, the Board is delegating authority to the Director, or his designee, to sign four amendments to extend each of the terms through December 31, 2005 with an option to renew on a month-to-month basis through August 31, 2006, for the continued provision of child care services at several Department of Health Services (DHS) facilities. The current Agreements will expire on December 31, 2004.

The Department of Health Services ("Department") will conduct a Request for Proposal (RFP) solicitation process in 2005 to be completed prior to the expiration date of these agreements. The requested term extension of these agreements will allow for the uninterrupted provision of services while the Department completes the RFP solicitation process.

**FISCAL IMPACT/FINANCING:**

The County provides Contractors with rent free space at the facilities, along with utilities, housekeeping, maintenance, etc. The Agreement also provides for parking for Contractor's employees where available.

The child care centers are self-supporting from fees paid by parents of the children attending the child care centers. There is no additional net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On July 12, 1988, the Board approved an agreement with Child Development Consortium of Los Angeles, Inc. (CDCLA) for the provision of child care services at LAC+USC Medical Center (LAC+USC). That agreement expired on June 30, 1989. Subsequently, the Board through Amendments Nos. 1 through 8, extended the term of the agreement through December 31, 2004.

On March 24, 1992, the Board approved Agreement No. H-201020 with Children's Discovery Center's of America, Inc. (CDCA) for the provision of child care services at H. Claude Hudson Community Health Center (Hudson). That agreement expired on December 31, 1994. Subsequently, the Board through Amendments Nos. 1 through 4, extended the term of the agreement through December 31, 2004.

On June 23, 1992, the Board approved County Agreement No. H-201249 with CDCA for the provision of child care services at Harbor-UCLA Medical Center (Harbor). That agreement expired on June 30, 1995. Subsequently, the Board through Amendments Nos. 1 through 4, extended the term of the agreement through December 31, 2004.

On August 29, 2000, the Board approved a Consent to Assignment from CDCA to Knowledge Beginnings Corporate Solutions, Inc. (Knowledge), for the provision of services at Hudson and Harbor.

On April 4, 1989, the Board approved Agreement No. 60973 with Child Development Consortium of Los Angeles (CDCLA) for the provision of child care services at Olive View-UCLA Medical Center (Olive View). That agreement expired on August 31, 1992. Subsequently, the Board through Amendments Nos. 1 through 7, extended the term of the agreement through June 30, 2004. On October 21, 2003 the Board approved a Motion for a renewal of Agreement No. 60973 with CDCLA for Olive View. The renewal agreement, No. H-700258, became effective on October 21, 2003, and shall expire December 31, 2004.

On December 16, 2003, the Board approved term extensions for Hudson, Harbor and LAC+USC, to allow the Department to conduct a Master Agreement solicitation process. Subsequently, the Department decided to forgo the Master Agreement solicitation process, and instead pursue a Request for Proposal solicitation. The requested term extension of these agreements will allow for the uninterrupted provision of services while the Department completes the RFP solicitation process.

The amendments will extend the terms for a one-year period through December 31, 2005, with the option for the Director to extend, on a month-to-month basis, through August 31, 2006.

As allowed pursuant to the terms of the agreements, the recommended amendments with Knowledge, for Hudson and Harbor will increase the rates that are charged to parents who send their children to the child care centers. The new fee schedule will be effective January 1, 2005 and will remain in effect for a one-year period. In order to take effect, the revised rates have been approved by the facility's Center Advisory Committee. The Center Advisory Committee includes facility staff, user-parents, the Child Care Coordinator from the Department of Human Resources, and the Director of the Chief Administrative Office of Child Care. At this time, the rates will remain the same for LAC+USC and Olive View.

The administration of each facility, via the Center Advisory Committee, are responsible for program monitoring.

There is no additional net County cost associated with this action.

The Honorable Board of Supervisors  
December 2, 2004  
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It is not appropriate to advertise Amendments on the Los Angeles County online website.

The Childcare Center Services Agreements may be terminated within thirty days by either party upon written notice to the other party.

The recommended action is consistent with DHS' goal of improving the well-being of children and families in the Los Angeles County.

County Counsel has approved the Amendments (Exhibits I, II, III and IV) as to use and form.

Attachment A provides additional information.

CONTRACTING PROCESS:

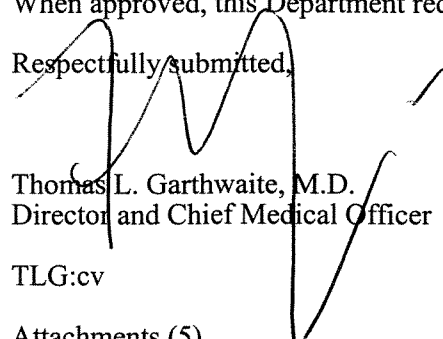
Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the four amendments will ensure uninterrupted child care center services at Hudson , Harbor, LAC+USC, and Olive View.

When approved, this Department requires three copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:cv

Attachments (5)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

BLETCD3614:CV  
cv:11/24/04

**SUMMARY OF AGREEMENT**

1. Type of Service:

Child Care Services.

2. Agency Addresses and Contact Persons:

Knowledge Learning Corporation  
1220 Charleston Road  
Mountain View, California 94309  
Contact: Ellana S. Yalow  
Telephone: (415) 444-1606

Child Development Consortium of Los Angeles, Inc.  
2123 Parkside Avenue  
Los Angeles, California 90031  
Contact: Lisa Wilkins  
Telephone: (323) 221-8791

3. Term:

The four amendments (H-201020-4, H-201249-4, 59762-8 and H-700258) will become effective on January 1, 2005 through December 31, 2005, with an option to renew on a month-to-month basis through December 31, 2006.

4. Financial Information:

There is no additional net County cost.

5. Supervisory District:

1<sup>st</sup>, 2<sup>nd</sup> and 5<sup>th</sup> Districts.

6. Approvals:

LAC+USC Medical Center:	Pete Delgado, CEO
Olive-View-UCLA Medical Center:	Melinda Anderson, CEO
Harbor-UCLA Medical Center:	Tecla Mickoseff, CEO
H. Claude Hudson Comprehensive Health Center:	Carolyn Clark, Administrator
Contract Administration:	Irene E. Riley, Director
County Counsel:	Christina A. Salseda, Deputy County Counsel

BLETCDD3614:CV

**CHILD CARE CENTER SERVICES ON COUNTY SITE AGREEMENT**

**AMENDMENT NO. 5**

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2004,

by and between the

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

KNOWLEDGE LEARNING  
CORPORATION, FORMERLY KNOWN  
AS CHILDREN'S DISCOVERY  
CENTERS, INC. (hereafter  
"Contractor").

WHEREAS, reference to that certain document entitled "CHILD  
CARE CENTER SERVICES ON COUNTY SITE AGREEMENT", dated June 23,  
1992, and Amendment Nos. 1 through 4 thereto, and further  
identified as County Agreement No. H-201249 (all hereafter  
referred to as "Agreement");

WHEREAS, the term "Medical Center" refers to County's  
HARBOR-UNIVERSITY OF CALIFORNIA LOS ANGELES MEDICAL CENTER,  
located at 975 W. Carson Street, Torrance, California 90502; and

WHEREAS, County acknowledges a change of Contractor's name  
from Children's Discovery Centers, Inc. to Knowledge Learning  
Corporation, dated May 5, 2003, and with the understanding of  
both parties that such change constitutes solely a change of

Contractor's name; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on January 1, 2005.

2. Agreement is hereby extended for a one (1) year period through December 31, 2005, and may be extended by Director on a month-to-month basis, for a period of time not to exceed eight (8) months, commencing on January 1, 2005 through August 31, 2006.

3. Paragraph 13, INDEMNIFICATION AND INSURANCE, subparagraph "B" General Insurance Requirements, Section "(1)" Evidence of Insurance, Article "©" shall be deleted in its entirety and replaced with the following:

"13. INDEMNIFICATION AND INSURANCE:

B. General Insurance Requirements:

(1) Evidence of Insurance:

(c) Insurer will endeavor to provide County with written notice thirty (30) days in advance of cancellation of all policies evidenced on the certificate of insurance."

4. Paragraph 28, CONTRACTOR RESPONSIBILITY AND DEBARMENT,

shall be deleted in its entirety and replaced with the following:

"28. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided under this Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. The County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with

County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself



of the opportunity to submit evidence to the Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code."

5. Paragraph 30, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of Agreement shall be deleted in its entirety and replaced with the following:

"30. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to

mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

6. Paragraph 31, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of Agreement shall be deleted in its entirety and replaced with the following:

"31. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:  
Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 30 (Contractor's Warranty of Adherence to County's Child Support Compliance

Program), hereinabove, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 29 (Termination for Default), hereinabove, and pursue debarment, pursuant to County Code Chapter 2.202."

7. Paragraph 32, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT, of Agreement shall be deleted in its entirety. However, the paragraph number shall be retained, but the content is intentionally left blank.

8. Paragraph 51, NOTICES, of Agreement shall be deleted in its entirety and renumbered as Paragraph 52.

9. Paragraph 51, HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT, shall be added to Agreement as follows:

"51. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: In accordance with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA') for inadvertent access to patient medical records, Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of

its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify hospital supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees

regarding their obligations in this regard."

10. Exhibit A, STATEMENT OF WORK, of Agreement shall be deleted in its entirety and replaced with Exhibit A-1, attached hereto and incorporated herein by reference.

11. Exhibit B, CONTRACTOR'S USE OF COUNTY SPACE, SPACE SUPPORT SERVICES AND OTHER SUPPORT SERVICES, of Agreement shall be deleted in its entirety and replaced with Exhibit B-1, attached hereto and incorporated herein by reference.

12. Exhibit C, USER-PARENT FEE SCHEDULE, shall be revised and replaced in accordance with procedures established in the Agreement. The User-Parent Fee Schedule, Exhibit C-1, is attached hereto and incorporated herein by reference.

13. Exhibit D, AUTHORIZED SPACE, of Agreement shall be deleted in its entirety.

14. Except for the changes set forth hereinabove, the wording of Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of  
Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

KNOWLEDGE LEARNING CORPORATION,  
FORMERLY KNOWN AS CHILDREN'S  
DISCOVERY CENTERS, INC.  
\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
(Type Name)

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

\_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Irene E. Riley, Director  
Contract Administration

AMENDCD3613:CV  
CVM:12/2/04





**STATEMENT OF WORK**

**CONTRACTOR'S SPECIFIC TASKS:**

The Contractor shall:

1. Administration:

A. Report to the Medical Center's designated Administrative Liaison ("Liaison") as requested, as well as the results of all regulatory observations.

B. Assess and collect fees from the user-parents.

C. Actively recruit new enrollees, as needed, in accordance with the guidelines established by the County.

D. Keep financial records.

E. Immediately provide the Liaison with copies of any reports the Contractor submits to the California State Department of Social Services, Community Care Licensing, website: <http://cclcd.ca.gov>, pursuant to Title 22, CCR section 101213, titled "Finances".

F. Meet regularly with and accept guidance from the Center Advisory Committee.

G. Obtain all required licenses and permits in compliance with Title 22, CCR, Article 2, titled Licensing. When applicable, all licenses and permits will permit services to non-ambulatory children.

H. Obtain all insurance and bonds required by this Agreement, and any requirements of law or regulations.

I. Maintain a policy and procedure manual. The manual is to be updated as necessary and reviewed annually by the designated Liaison and the Center Advisory Committee.

2. Delivery of Service:

A. Operate the Child Care Center (Center) during the agreed upon hours and days of program operation. The Center will provide day care services from 6:30 a.m. to 6:00 p.m., Monday through Friday. The Contractor may elect to close the Center on Christmas Day, New Year's Day, Thanksgiving Day, and the Friday after Thanksgiving, Martin Luther King Day, Presidents Day, Memorial Day, July 4, Labor Day, Columbus Day and Veteran's Day. The Contractor and Liaison must mutually agree upon any change in this schedule for the Center operating hours with thirty (30) days written notice to the parents of the children in the child care center.

B. Develop, implement, and maintain admission procedures in compliance with Title 22, CCR Sections 101218.1 and 101419.2, including but not limited to: (a) an individualized plan of infant needs and services prior to each infant's first day at the Center, with a copy of

such plan provided to the parent(s)/ guardian; and, (b) the maintenance of current immunization records.

C. Develop and maintain the program curriculum, in consultation with the Center Advisory Committee and Liaison.

D. Provide nutritional supplements in accordance with Title 22, CCR, Section 101227, titled "Food Service", to children in the morning and afternoon, with appropriate consideration given to ethnic and cultural preferences, and for special diets, e.g., sugar or salt-free diets. Parents will be responsible for providing lunches for their children, or subject to availability of a vendor, may purchase lunch through Contractor.

E. Provide appropriate infant care food service for each infant in accordance with Title 22, CCR, Section 101427, titled "Infant Care Food Service", using food provided by the parent. The Center staff must work closely and cooperatively with the parent(s) of each infant to attain maximum compliance with the wishes and instructions of the parent(s) regarding food service.

F. Administer prescription and non-prescription medications to children with appropriately signed parental authorization and in accordance with Title 22, CCR, Section 101226, titled "Health Related Services".

G. Provide no water activities which fall within the restrictions of Title 22, CCR, section 101216.6, titled "Staffing for Water Activities".

H. Not be responsible for transportation arrangements for the children to or from the Center, except for scheduled field trips.

3. Staffing and Staff Training:

A. Assure that the Director and staff meet, at a minimum, the educational standards required by law in accordance with Title 22, CCR, Sections 101215.1 and 101216.1, and this Agreement, whichever is highest.

B. Assure that when the Director of the Center is temporarily away from the Center, arrangements are made for a fully qualified infant care teacher to act as a substitute. If the absence is for more than thirty (30) consecutive calendar days, the substitute Director shall meet the qualifications of a Director. (This assumes licensing for less than 25 infants.)

C. Maintain, as a minimum, the adult/child staff ratios required by law in accordance with Title 22, CCR, Sections 101416.5 and 101216.3, and this Agreement, whichever is highest.

D. Assure that the staff assignments reflected in the work schedule meet or surpass the minimum staffing

ratios, as identified above, at all times. There shall be provision for overlap of staff for different shifts so that continuity of care is assured.

E. Assure that only infant care teachers are used as teachers for the provision of infant care.

F. Establish and maintain in-house training of staff, including aides.

G. Demonstrate ability to meet or exceed State requirements for one staff person trained in CPR, to be onsite whenever children are in attendance.

4. Quality Control:

A. Maintain a system to assure continuation of all required licenses and permits. When an "evaluator" provides a notice of deficiency to the licensee, as provided for in Title 22, CCR, section 101192, titled "Deficiencies in Compliance", the Contractor shall immediately notify Medical Center's Liaison and provide him/her any follow-up reports as may be requested.

B. Shall maintain accreditation by the National Association from the Education for Young Children.

C. Establish and maintain a system of quality control to assure that the administered policies and procedures promote attainment of the County's desired program. The Contractor must, on a scheduled basis, review

and re-analyze the Center's activities, particularly the program curriculum, to assure that optimum use is made of the Center's resources to accomplish the Center's child development goals.

D. Establish and maintain a system to assure compliance with all actions required of the Contractor by this Agreement.

5. Physical Plant, Equipment, and Supplies:

A. Establish and maintain a child care facility which is clean, safe, secure, and comfortable, in addition to being a pleasant and creative environment for children. At a minimum, custodial services must be at a level of those requirements outlined in Title 22, CCR.

B. Establish and maintain an ongoing system for maintenance and repair of all equipment used by the Center, including cleaning and deodorizing. System is to include timely notification to County regarding repair and maintenance of the facility grounds, including the play yard, fixed equipment of the building, and fencing of the play yard, as well as the security system. Contractor is responsible for maintenance and repair of all other items.

C. Establish and maintain a system to assure maintenance of an adequate inventory of supplies to permit activities as scheduled.

D. Provide diapers and/or food, as needed, when the parent(s) fail to provide an adequate supply. This does not preclude an arrangement for the parent(s) to replenish the supply or reimburse the Contractor. If cloth diapers are used, parents must provide an airtight plastic container to store soiled diapers, and it must be taken home and sanitized daily.

The parents will be responsible for food for infants and lunches for the other children.

E. Obtain and maintain first aid supplies which meet or surpass the requirements set out in Title 22, CCR, section 101326, titled "Health Related Services".

F. If necessary, notify Liaison or other authorized designee, when County action is needed to attain County's compliance with a responsibility the County has agreed to assume regarding the facility, equipment, utility services, or other services identified in this Agreement.

G. Provide adequate incoming telephone service to serve the need of parents to have ready telephone access to the Center staff, and provide adequate outgoing telephone service (may include pay phones) for the parents' use.

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CVM:12/2/04





**CONTRACTOR'S USE OF COUNTY SPACE, SPACE SUPPORT SERVICES AND  
OTHER SUPPORT SERVICES**

1. AUTHORIZED SPACE: Contractor is hereby granted permission to utilize for the term of this Agreement in accordance with the following terms and conditions, County building space, space support services and other support services, and furniture and equipment, identified in Attachment I of this Exhibit B-1, attached hereto and incorporated herein by reference. Such use shall be only for the provision of child care services provided for the child care facility, a structure designed to meet all building codes and licensure requirements to serve as a combined infant and child care Center. It is expressly understood that this Agreement does not constitute the conveyance by County to Contractor of any estate or interest in real or personal property.

2. PHYSICAL CHANGES, ALTERATIONS, AND IMPROVEMENTS: Contractor shall make no structural or non-structural changes, alterations, or improvements to the space utilized by it hereunder, other than as may expressly be provided for hereinafter.

3. OPERATIONAL SPACE RESPONSIBILITIES: Contractor shall:

A. Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all equipment leased or placed by Contractor within the area occupied by Contractor.

B. Repair any and all damage beyond normal wear and tear to County property arising out of the conduct of the authorized activities on the premises.

C. Permit the Facility Plant Maintenance Manager or his authorized representative(s), or both, to enter the area occupied at any time for any purpose incidental to the performance of the duties required of the Facility Plant Maintenance Manager by Los Angeles County Code.

D. Provide all security devices not provided by County which Contractor requires for the protection of the fixtures and equipment used in the conduct of the authorized activities from theft, burglary, or vandalism, provided written approval for the installation thereof is first obtained from the Facility Plant Maintenance Manager.

E. Replace as necessary, all personal property as listed in Attachment I. Any and all replacements must be approved in writing by Liaison prior to replacement, and all property purchased by Contractor shall remain the property of the Contractor.

F. Within ninety (90) days following initiating operations, Contractor and County shall approve a listing of personal property (Attachment I of Exhibit B-1) in the Child Care Center. All property on that list, which is replaced by Contractor, shall become the property of Contractor, who shall tag or otherwise identify such property upon replacement. All personal property in Attachment I that has not been replaced shall be returned to County in good and sufficient operating condition, considering normal wear and tear, at the expiration or termination of this Agreement.

4. COMPREHENSIVE EQUIPMENT INVENTORY: Within ninety (90) calendar days of the effective date of this Agreement, Contractor shall, in association with appropriate County Facility staff, jointly conduct and maintain a comprehensive equipment inventory listing of all furniture and equipment provided by County covered under this Agreement and located at the Child Care Facility. Such inventory shall identify each item by type, manufacturer, model number, serial number, or Los Angeles County number (if available), section location (available building and/or room number). Any and all replacement of items listed in the inventory, must be approved in advance, by Liaison. In Medical Facility Administrator's sole discretion, cost of such replacement will be borne by

Contractor, if the need to replace such items is the result of fault or negligence of Contractor, as determined solely by any Medical Facility administration.

5. RIGHT TO ENTRY: The premises described herein shall at all times be open to the inspection of County or other governmental authorities duly authorized by Hospital's Liaison.

6. SUPPORT SERVICES: The support services for County space utilized by Contractor hereunder, which are listed in Attachment I of Exhibit B, shall be provided by County in accordance with the terms and condition set forth herein. Any other support services shall be provided by Contractor and their costs shall be borne solely by Contractor.

7. EASEMENTS OR OTHER PROPERTY INTEREST: Before interfering with any easement, license, or proprietary interest pertaining to the premises of the services provided hereunder, whether held by County or a third party, Contractor shall obtain the approval in writing of the County's Chief Administrative Office or such third party, as appropriate. In the event Contractor has been given notice by the Chief Administrative Officer of the existence of an easement, license, or proprietary interest held by County, then Contractor agrees to bear any and all liability for damage done by Contractor's personnel to said easement, license, or

proprietary interest.

8. ADMINISTRATION OF COUNTY SPACE: County does not grant or delegate hereunder any of its governmental powers (statutory, implied, administrative, or otherwise) with respect to County space hereunder to Contractor.

9. AUTHORITY TO STOP: In the event Director finds that any activity conducted by Contractor on County premises endangers the health or safety of County patients, County personnel, or others, Contractor shall forthwith cease such activity. In addition, Director may close or secure the premises where the activity has been conducted until the area is determined to be non-hazardous.

10. TAXES: Contractor shall be liable for any and all taxes which may be levied or assessed upon the personal property and fixtures belonging to Contractor, and located in the described area, as well as any possessory interest tax applicable to the premises as a result of Contractor's occupancy.

11. ACKNOWLEDGEMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE: Contractor expressly acknowledges that Contractor will be in possession of the premises as a result of County's previously acquired property interest. In recognition of such fact, Contractor hereby disclaims any status as a "displaced person" as such is defined in Governmental Code Section 7260,

and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Sections 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b)(1) of the California Code of Regulations.

12. SURRENDER OF PREMISES: Following termination of this Agreement, Contractor shall within two (2) days, not counting Saturdays and Sundays, vacate the County-owned property provided Contractor for the provision of services described hereunder. Contractor shall within such period remove from said County-owned property all furniture, equipment, and other property owned or leased by Contractor, or otherwise the responsibility of Contractor. Contractor shall peaceably vacate premises, and any and all improvements located thereon shall be delivered to County in reasonably good condition, normal wear and tear excepted. In no event shall Contractor have any right to remain on said premises following two (2) days, not counting Saturdays and Sundays, after the expiration, cancellation or termination, date of this Agreement.

13. PARKING SPACE AVAILABLE TO CONTRACTOR: The Medical Center's Administrator, or his/her authorized designee, shall provide for employee and user-parent vehicle parking spaces as needed for the provision of services hereunder, with the understanding that Contractor's use of such space shall be for

the sole purpose of expediting the operation of the Center.

AMENDCD3613:CV  
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**COUNTY SPACE, SPACE SUPPORT SERVICES AND OTHER SERVICES, AND  
FURNITURE AND EQUIPMENT**

1. SPACE:

A. Location: Harbor-UCLA Medical Center, Employee  
Children's Center, 975 W. Carson Street, Torrance,  
California 90502.

B. Contractor is authorized to occupy the entire  
Site. The facility is comprised of 4,378 square feet and  
the site is 28,697 square feet.

2. SPACE SUPPORT SERVICES AND OTHER SUPPORT SERVICES:

A. County shall be responsible, except as may  
specifically be identified in this Agreement, for the cost  
of all maintenance, repair, and upkeep of the facility,  
including the yard, storage shed and block walls.

B. County shall be responsible, except as may  
specifically be identified in this Agreement, for the cost  
of the following utilities and space related services:

Utilities:

- (1) Water
- (2) Gas
- (3) Electricity

Services:

- (1) Security patrol and response, including installation and maintenance of a security alarm system, complete Custodial and housekeeping services; including a daily supply of toilet paper and paper towels, and weekly yard sweeping.
- (2) Additional custodial services for the infant care areas only.
- (3) Floors, except those carpeted, shall be vacuumed or swept and mopped with a disinfecting solution at least daily carpeted floors and large throw rugs which cannot be washed shall be vacuumed at least daily and cleaned at least every six (6) months, or more often if necessary.
- (4) Small rugs which can be washed shall be shook or vacuumed at least daily.
- (5) Walls and portable partitions shall be washed with a disinfecting solution at least weekly.
- (6) Exterminator services
- (7) Trash collection
- (8) Curb-way upkeep
- (9) Fence maintenance
- (10) Blacktop maintenance
- (11) Building, maintenance & repairs (including

plumbing, electrical, heating and air-conditioning).

(12) Exterior and interior painting of the building.

(13) Exterior lighting

(14) Landscape maintenance

(15) Signage (outdoor and indoor)

(16) Maintenance of furniture and equipment

(17) Repair of furniture and equipment

(18) Fire extinguisher equipment and maintenance

(19) Telephone installation and a Centrex telephone

(20) Window coverings and/or tint for windows, if requested by Contractor.

(21) Provide rubber gloves for use

(22) Provide shoe covers for infant care use

3. Equipment: The following equipment shall be repaired by County, as needed:

A. Garbage disposal unit

B. Dishwasher

C. Refrigerator

D. Microwave oven

E. Stove

F. Clothes washer/dryer

G. Desk and file cabinet for the office

AMENDCD3613:CV  
CV:12/2/04



**USER - PARENT FEE SCHEDULE**

The fees listed below have been mutually agreed to by Contractor and County and shall be effective January 1, 2005 and will remain in effect at least through August 31, 2005.

User-Parent fees, or increases thereafter, and any other fees, may be reviewed annually and revised, if necessary, upon mutual consent of the Contractor and Center Advisory Committee. Any agreed upon User-Parent fee increases, and any other fee increases, shall become effective for twelve months beginning on September 1<sup>st</sup> through August 31<sup>st</sup> of the contract term.

**Harbor-UCLA Center's Tuition Fees 2004-2005**

<b><u>Monthly:</u></b>	<b>5 days</b>	<b>4 days</b>	<b>3 days</b>	<b>2 days</b>
Infants	\$ 588	\$ 520	\$ 436	\$ 332
Toddlers	\$ 548	\$ 484	\$ 408	\$ 312
Preschool	\$ 440	\$ 392	\$ 328	\$ 324
Kindergarten	\$ 460	-	-	-
<b><u>Weekly:</u></b>	<b>5 days</b>	<b>4 days</b>	<b>3 days</b>	<b>2 days</b>
Infants	\$ 147	\$ 130	\$ 109	\$ 83
Toddlers	\$ 137	\$ 121	\$ 102	\$ 78
Preschool	\$ 110	\$ 98	\$ 82	\$ 61
Kindergarten	\$ 115	-	-	-
<b><u>Daily:</u></b>	<b>5 days</b>	<b>4 days</b>	<b>3 days</b>	<b>2 days</b>
Infants	\$ 29.40	\$ 26.40	\$ 21.80	\$ 16.60
Toddlers	\$ 27.40	\$ 24.20	\$ 20.40	\$ 15.60
Preschool	\$ 22.00	\$ 19.60	\$ 16.40	\$ 16.20
Kindergarten	\$ 23.00	-	-	-

**CHILD CARE CENTER SERVICES ON COUNTY SITE AGREEMENT**

**AMENDMENT NO. 5**

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2004,

by and between the

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

KNOWLEDGE LEARNING  
CORPORATION, FORMERLY KNOWN  
AS CHILDREN'S DISCOVERY  
CENTERS, INC. (hereafter  
"Contractor").

WHEREAS, reference to that certain document entitled "CHILD  
CARE CENTER SERVICES ON COUNTY SITE AGREEMENT", dated March 24,  
1992, and Amendment Nos. 1 through 4 thereto, and further  
identified as County Agreement No. H-201020 (all hereafter  
referred to as "Agreement");

WHEREAS, the term "Medical Center" refers to County's H.  
CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER, 2916 S. Hope Street,  
Los Angeles, California 90007; and

WHEREAS, County acknowledges a change of Contractor's name  
from Children's Discovery Centers, Inc. to Knowledge Learning  
Corporation, dated May 5, 2003, and with the understanding of  
both parties that such change constitutes solely a change of

Contractor's name; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on January 1, 2005.

2. Agreement is hereby extended for a one (1) year period through December 31, 2005, and may be extended by Director on a month-to-month basis, for a period of time not to exceed eight (8) months, commencing on January 1, 2005 through August 31, 2006.

3. Paragraph 13, INDEMNIFICATION AND INSURANCE, subparagraph "B" General Insurance Requirements, Section "(1)" Evidence of Insurance, Article "©" shall be deleted in its entirety and replaced with the following:

"13. INDEMNIFICATION AND INSURANCE:

B. General Insurance Requirements:

(1) Evidence of Insurance:

(c) Insurer will endeavor to provide County with written notice thirty (30) days in advance of cancellation of all policies evidenced on the certificate of insurance."

4. Paragraph 28, CONTRACTOR RESPONSIBILITY AND DEBARMENT,

shall be deleted in its entirety and replaced with the following:

"28. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided under this Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. The County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with



County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself

of the opportunity to submit evidence to the Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code."

5. Paragraph 30, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of Agreement shall be deleted in its entirety and replaced with the following:

"30. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to

mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

6. Paragraph 31, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of Agreement shall be deleted in its entirety and replaced with the following:

"31. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:  
Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 30 (Contractor's Warranty of Adherence to County's Child Support Compliance

Program), hereinabove, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 29 (Termination for Default), hereinabove, and pursue debarment, pursuant to County Code Chapter 2.202."

7. Paragraph 32, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT, of Agreement shall be deleted in its entirety. However, the paragraph number shall be retained, but the content is intentionally left blank.

8. Paragraph 51, NOTICES, of Agreement shall be deleted in its entirety and renumbered as Paragraph 52.

9. Paragraph 51, HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT, shall be added to Agreement as follows:

"51. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: In accordance with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA') for inadvertent access to patient medical records, Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of

its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify hospital supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees

regarding their obligations in this regard."

10. Exhibit A, STATEMENT OF WORK, of Agreement shall be deleted in its entirety and replaced with Exhibit A-1, attached hereto and incorporated herein by reference.

11. Exhibit B, CONTRACTOR'S USE OF COUNTY SPACE, SPACE SUPPORT SERVICES AND OTHER SUPPORT SERVICES, of Agreement shall be deleted in its entirety and replaced with Exhibit B-1, attached hereto and incorporated herein by reference.

12. Exhibit C, USER-PARENT FEE SCHEDULE, shall be revised and replaced in accordance with procedures established in the Agreement. The User-Parent Fee Schedule, Exhibit C-1, is attached hereto and incorporated herein by reference.

13. Exhibit D, AUTHORIZED SPACE, of Agreement shall be deleted in its entirety.

14. Except for the changes set forth hereinabove, the wording of Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of  
Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

KNOWLEDGE LEARNING CORPORATION,  
FORMERLY KNOWN AS CHILDREN'S  
DISCOVERY CENTERS, INC.  
\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
(Type Name)

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

\_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Irene E. Riley, Director  
Contract Administration

AMENDCD3613:CV  
CVM:12/2/04





**STATEMENT OF WORK**

**CONTRACTOR'S SPECIFIC TASKS:**

The Contractor shall:

1. Administration:

A. Report to the Medical Center's designated Administrative Liaison ("Liaison") as requested, as well as the results of all regulatory observations.

B. Assess and collect fees from the user-parents.

C. Actively recruit new enrollees, as needed, in accordance with the guidelines established by the County.

D. Keep financial records.

E. Immediately provide the Liaison with copies of any reports the Contractor submits to the California State Department of Social Services, Community Care Licensing, website: <http://cclcd.ca.gov>, pursuant to Title 22, CCR section 101213, titled "Finances".

F. Meet regularly with and accept guidance from the Center Advisory Committee.

G. Obtain all required licenses and permits in compliance with Title 22, CCR, Article 2, titled Licensing. When applicable, all licenses and permits will permit services to non-ambulatory children.

H. Obtain all insurance and bonds required by this Agreement, and any requirements of law or regulations.

I. Maintain a policy and procedure manual. The manual is to be updated as necessary and reviewed annually by the designated Liaison and the Center Advisory Committee.

2. Delivery of Service:

A. Operate the Child Care Center (Center) during the agreed upon hours and days of program operation. The Center will provide day care services from 6:30 a.m. to 6:00 p.m., Monday through Friday. The Contractor may elect to close the Center on Christmas Day, New Year's Day, Thanksgiving Day, and the Friday after Thanksgiving, Martin Luther King Day, Presidents Day, Memorial Day, July 4, Labor Day, Columbus Day and Veteran's Day. The Contractor and Liaison must mutually agree upon any change in this schedule for the Center operating hours with thirty (30) days written notice to the parents of the children in the child care center.

B. Develop, implement, and maintain admission procedures in compliance with Title 22, CCR Sections 101218.1 and 101419.2, including but not limited to: (a) an individualized plan of infant needs and services prior to each infant's first day at the Center, with a copy of

such plan provided to the parent(s)/ guardian; and, (b) the maintenance of current immunization records.

C. Develop and maintain the program curriculum, in consultation with the Center Advisory Committee and Liaison.

D. Provide nutritional supplements in accordance with Title 22, CCR, Section 101227, titled "Food Service", to children in the morning and afternoon, with appropriate consideration given to ethnic and cultural preferences, and for special diets, e.g., sugar or salt-free diets. Parents will be responsible for providing lunches for their children, or subject to availability of a vendor, may purchase lunch through Contractor.

E. Provide appropriate infant care food service for each infant in accordance with Title 22, CCR, Section 101427, titled "Infant Care Food Service", using food provided by the parent. The Center staff must work closely and cooperatively with the parent(s) of each infant to attain maximum compliance with the wishes and instructions of the parent(s) regarding food service.

F. Administer prescription and non-prescription medications to children with appropriately signed parental authorization and in accordance with Title 22, CCR, Section 101226, titled "Health Related Services".

G. Provide no water activities which fall within the restrictions of Title 22, CCR, section 101216.6, titled "Staffing for Water Activities".

H. Not be responsible for transportation arrangements for the children to or from the Center, except for scheduled field trips.

3. Staffing and Staff Training:

A. Assure that the Director and staff meet, at a minimum, the educational standards required by law in accordance with Title 22, CCR, Sections 101215.1 and 101216.1, and this Agreement, whichever is highest.

B. Assure that when the Director of the Center is temporarily away from the Center, arrangements are made for a fully qualified infant care teacher to act as a substitute. If the absence is for more than thirty (30) consecutive calendar days, the substitute Director shall meet the qualifications of a Director. (This assumes licensing for less than 25 infants.)

C. Maintain, as a minimum, the adult/child staff ratios required by law in accordance with Title 22, CCR, Sections 101416.5 and 101216.3, and this Agreement, whichever is highest.

D. Assure that the staff assignments reflected in the work schedule meet or surpass the minimum staffing

ratios, as identified above, at all times. There shall be provision for overlap of staff for different shifts so that continuity of care is assured.

E. Assure that only infant care teachers are used as teachers for the provision of infant care.

F. Establish and maintain in-house training of staff, including aides.

G. Demonstrate ability to meet or exceed State requirements for one staff person trained in CPR, to be onsite whenever children are in attendance.

4. Quality Control:

A. Maintain a system to assure continuation of all required licenses and permits. When an "evaluator" provides a notice of deficiency to the licensee, as provided for in Title 22, CCR, section 101192, titled "Deficiencies in Compliance", the Contractor shall immediately notify Medical Center's Liaison and provide him/her any follow-up reports as may be requested.

B. Shall maintain accreditation by the National Association from the Education for Young Children.

C. Establish and maintain a system of quality control to assure that the administered policies and procedures promote attainment of the County's desired program. The Contractor must, on a scheduled basis, review

and re-analyze the Center's activities, particularly the program curriculum, to assure that optimum use is made of the Center's resources to accomplish the Center's child development goals.

D. Establish and maintain a system to assure compliance with all actions required of the Contractor by this Agreement.

5. Physical Plant, Equipment, and Supplies:

A. Establish and maintain a child care facility which is clean, safe, secure, and comfortable, in addition to being a pleasant and creative environment for children. At a minimum, custodial services must be at a level of those requirements outlined in Title 22, CCR.

B. Establish and maintain an ongoing system for maintenance and repair of all equipment used by the Center, including cleaning and deodorizing. System is to include timely notification to County regarding repair and maintenance of the facility grounds, including the play yard, fixed equipment of the building, and fencing of the play yard, as well as the security system. Contractor is responsible for maintenance and repair of all other items.

C. Establish and maintain a system to assure maintenance of an adequate inventory of supplies to permit activities as scheduled.

D. Provide diapers and/or food, as needed, when the parent(s) fail to provide an adequate supply. This does not preclude an arrangement for the parent(s) to replenish the supply or reimburse the Contractor. If cloth diapers are used, parents must provide an airtight plastic container to store soiled diapers, and it must be taken home and sanitized daily.

The parents will be responsible for food for infants and lunches for the other children.

E. Obtain and maintain first aid supplies which meet or surpass the requirements set out in Title 22, CCR, section 101326, titled "Health Related Services".

F. If necessary, notify Liaison or other authorized designee, when County action is needed to attain County's compliance with a responsibility the County has agreed to assume regarding the facility, equipment, utility services, or other services identified in this Agreement.

G. Provide adequate incoming telephone service to serve the need of parents to have ready telephone access to the Center staff, and provide adequate outgoing telephone service (may include pay phones) for the parents' use.

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CV:12/2/04





**CONTRACTOR'S USE OF COUNTY SPACE, SPACE SUPPORT SERVICES AND  
OTHER SUPPORT SERVICES**

1. AUTHORIZED SPACE: Contractor is hereby granted permission to utilize for the term of this Agreement in accordance with the following terms and conditions, County building space, space support services and other support services, and furniture and equipment, identified in Attachment I of this Exhibit B-1, attached hereto and incorporated herein by reference. Such use shall be only for the provision of child care services provided for the child care facility, a structure designed to meet all building codes and licensure requirements to serve as a combined infant and child care Center. It is expressly understood that this Agreement does not constitute the conveyance by County to Contractor of any estate or interest in real or personal property.

2. PHYSICAL CHANGES, ALTERATIONS, AND IMPROVEMENTS: Contractor shall make no structural or non-structural changes, alterations, or improvements to the space utilized by it hereunder, other than as may expressly be provided for hereinafter.

3. OPERATIONAL SPACE RESPONSIBILITIES: Contractor shall:

A. Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all equipment leased or placed by Contractor within the area occupied by Contractor.

B. Repair any and all damage beyond normal wear and tear to County property arising out of the conduct of the authorized activities on the premises.

C. Permit the Facility Plant Maintenance Manager or his authorized representative(s), or both, to enter the area occupied at any time for any purpose incidental to the performance of the duties required of the Facility Plant Maintenance Manager by Los Angeles County Code.

D. Provide all security devices not provided by County which Contractor requires for the protection of the fixtures and equipment used in the conduct of the authorized activities from theft, burglary, or vandalism, provided written approval for the installation thereof is first obtained from the Facility Plant Maintenance Manager.

E. Replace as necessary, all personal property as listed in Attachment I. Any and all replacements must be approved in writing by Liaison prior to replacement, and all property purchased by Contractor shall remain the property of the Contractor.

F. Within ninety (90) days following initiating operations, Contractor and County shall approve a listing of personal property (Attachment I of Exhibit B-1) in the Child Care Center. All property on that list, which is replaced by Contractor, shall become the property of Contractor, who shall tag or otherwise identify such property upon replacement. All personal property in Attachment I that has not been replaced shall be returned to County in good and sufficient operating condition, considering normal wear and tear, at the expiration or termination of this Agreement.

4. COMPREHENSIVE EQUIPMENT INVENTORY: Within ninety (90) calendar days of the effective date of this Agreement, Contractor shall, in association with appropriate County Facility staff, jointly conduct and maintain a comprehensive equipment inventory listing of all furniture and equipment provided by County covered under this Agreement and located at the Child Care Facility. Such inventory shall identify each item by type, manufacturer, model number, serial number, or Los Angeles County number (if available), section location (available building and/or room number). Any and all replacement of items listed in the inventory, must be approved in advance, by Liaison. In Medical Facility Administrator's sole discretion, cost of such replacement will be borne by

Contractor, if the need to replace such items is the result of fault or negligence of Contractor, as determined solely by any Medical Facility administration.

5. RIGHT TO ENTRY: The premises described herein shall at all times be open to the inspection of County or other governmental authorities duly authorized by Hospital's Liaison.

6. SUPPORT SERVICES: The support services for County space utilized by Contractor hereunder, which are listed in Attachment I of Exhibit B, shall be provided by County in accordance with the terms and condition set forth herein. Any other support services shall be provided by Contractor and their costs shall be borne solely by Contractor.

7. EASEMENTS OR OTHER PROPERTY INTEREST: Before interfering with any easement, license, or proprietary interest pertaining to the premises of the services provided hereunder, whether held by County or a third party, Contractor shall obtain the approval in writing of the County's Chief Administrative Office or such third party, as appropriate. In the event Contractor has been given notice by the Chief Administrative Officer of the existence of an easement, license, or proprietary interest held by County, then Contractor agrees to bear any and all liability for damage done by Contractor's personnel to said easement, license, or

proprietary interest.

8. ADMINISTRATION OF COUNTY SPACE: County does not grant or delegate hereunder any of its governmental powers (statutory, implied, administrative, or otherwise) with respect to County space hereunder to Contractor.

9. AUTHORITY TO STOP: In the event Director finds that any activity conducted by Contractor on County premises endangers the health or safety of County patients, County personnel, or others, Contractor shall forthwith cease such activity. In addition, Director may close or secure the premises where the activity has been conducted until the area is determined to be non-hazardous.

10. TAXES: Contractor shall be liable for any and all taxes which may be levied or assessed upon the personal property and fixtures belonging to Contractor, and located in the described area, as well as any possessory interest tax applicable to the premises as a result of Contractor's occupancy.

11. ACKNOWLEDGEMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE: Contractor expressly acknowledges that Contractor will be in possession of the premises as a result of County's previously acquired property interest. In recognition of such fact, Contractor hereby disclaims any status as a "displaced person" as such is defined in Governmental Code Section 7260,

and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Sections 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b)(1) of the California Code of Regulations.

12. SURRENDER OF PREMISES: Following termination of this Agreement, Contractor shall within two (2) days, not counting Saturdays and Sundays, vacate the County-owned property provided Contractor for the provision of services described hereunder. Contractor shall within such period remove from said County-owned property all furniture, equipment, and other property owned or leased by Contractor, or otherwise the responsibility of Contractor. Contractor shall peaceably vacate premises, and any and all improvements located thereon shall be delivered to County in reasonably good condition, normal wear and tear excepted. In no event shall Contractor have any right to remain on said premises following two (2) days, not counting Saturdays and Sundays, after the expiration, cancellation or termination, date of this Agreement.

13. PARKING SPACE AVAILABLE TO CONTRACTOR: The Medical Center's Administrator, or his/her authorized designee, shall provide for employee and user-parent vehicle parking spaces as needed for the provision of services hereunder, with the understanding that Contractor's use of such space shall be for

the sole purpose of expediting the operation of the Center.

AMENDCD3613:CV  
CV:12/2/04





**COUNTY SPACE, SPACE SUPPORT SERVICES AND OTHER SERVICES, AND**  
**FURNITURE AND EQUIPMENT**

1. SPACE:

A. Location: H. Claude Hudson Comprehensive Health Center, 2916 S. Hope Street, Los Angeles, California 90007.

B. Contractor is authorized to occupy the entire Site. The facility is comprised of 4,300 square feet and the site is 10,000 square feet.

2. SPACE SUPPORT SERVICES AND OTHER SUPPORT SERVICES:

A. County shall be responsible, except as may specifically be identified in this Agreement, for the cost of all maintenance, repair, and upkeep of the facility, including the yard, storage shed and block walls.

B. County shall be responsible, except as may specifically be identified in this Agreement, for the cost of the following utilities and space related services:

Utilities:

- (1) Water
- (2) Gas
- (3) Electricity

Services:

- (1) Security patrol and response, including installation and maintenance of a security alarm system, complete Custodial and housekeeping services; including a daily supply of toilet paper and paper towels, and weekly yard sweeping.
- (2) Additional custodial services for the infant care areas only.
- (3) Floors, except those carpeted, shall be vacuumed or swept and mopped with a disinfecting solution at least daily carpeted floors and large throw rugs which cannot be washed shall be vacuumed at least daily and cleaned at least every six (6) months, or more often if necessary.
- (4) Small rugs which can be washed shall be shook or vacuumed at least daily.
- (5) Walls and portable partitions shall be washed with a disinfecting solution at least weekly.
- (6) Exterminator services
- (7) Trash collection
- (8) Curb-way upkeep
- (9) Fence maintenance
- (10) Blacktop maintenance
- (11) Building, maintenance & repairs (including

plumbing, electrical, heating and air-conditioning).

(12) Exterior and interior painting of the building.

(13) Exterior lighting

(14) Landscape maintenance

(15) Signage (outdoor and indoor)

(16) Maintenance of furniture and equipment

(17) Repair of furniture and equipment

(18) Fire extinguisher equipment and maintenance

(19) Telephone installation and a Centrex telephone

(20) Window coverings and/or tint for windows, if requested by Contractor.

(21) Provide rubber gloves for use

(22) Provide shoe covers for infant care use

3. Equipment: The following equipment shall be repaired by County, as needed:

A. Garbage disposal unit

B. Dishwasher

C. Refrigerator

D. Microwave oven

E. Stove

F. Clothes washer/dryer

G. Desk and file cabinet for the office

AMENDCD3613:CV  
CV:12/2/04



**USER - PARENT FEE SCHEDULE**

The fees listed below have been mutually agreed to by Contractor and County and shall be effective January 1, 2005 and will remain in effect at least through August 31, 2005.

User-Parent fees, or increases thereafter, and any other fees, may be reviewed annually and revised, if necessary, upon mutual consent of the Contractor and Center Advisory Committee. Any agreed upon User-Parent fee increases, and any other fee increases, shall become effective for twelve months beginning on September 1<sup>st</sup> through August 31<sup>st</sup> of the contract term.

**Hudson Health Center's Tuition Fees 2004-2005**

<b><u>Weekly:</u></b>	<b><u>5 days</u></b>	<b><u>4 days</u></b>	<b><u>3 days</u></b>	<b><u>2 days</u></b>
Infants	\$ 151	\$ 138	\$ 105	\$ 72
Toddlers	\$ 137	\$ 122	\$ 88	\$ 63
Preschool/Kinder	\$ 110	\$ 96	\$ 75	\$ 50

AMENDCD3613:CV  
CV:12/2/04

**CHILD CARE CENTER SERVICES ON COUNTY SITE AGREEMENT**

**AMENDMENT NO. 9**

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2004,

by and between the	COUNTY OF LOS ANGELES (hereafter "County"),
and	CHILD DEVELOPMENT CONSORTIUM OF LOS ANGELES, INC., (hereafter "Contractor").

WHEREAS, reference is made to that certain document  
entitled "CHILD CARE CENTER SERVICES ON COUNTY SITE AGREEMENT",  
dated July 12, 1988, and Amendment Nos. 1 through 8 thereto, and  
further identified as County Agreement No. 59762 (all hereafter  
referred to as "Agreement");

WHEREAS, the term "Medical Center" refers to LOS ANGELES  
COUNTY-UNIVERSITY OF SOUTHERN CALIFORNIA (LAC+USC) MEDICAL  
CENTER located at 1401 N. Mission Road, Los Angeles, California  
90033; and

WHEREAS, Agreement provides that changes may be made in the  
form of a written amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on January 1, 2005.

2. Agreement is hereby extended for a one (1) year period through December 31, 2005, and may thereafter be extended by Director on a month-to-month basis, for a period of time not to exceed eight (8) months, commencing on January 1, 2005 through August 31, 2006.

3. Paragraph 28, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be deleted in its entirety and replaced with the following:

"28. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided under this Agreement, debar



Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. The County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any subcontractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code."

4. Paragraph 30, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of Agreement shall be deleted in its entirety and replaced with the following:

"30. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

5. Paragraph 31, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of Agreement shall be deleted in its entirety and replaced with the following:

"31. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 30 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), hereinabove, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 29 (Termination for Default), hereinabove, and pursue debarment, pursuant to County Code Chapter 2.202."

6. Paragraph 32, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT, of Agreement shall be deleted in its entirety. However, the paragraph number shall be retained, but the content is intentionally left blank.

7. Paragraph 51, NOTICES, of Agreement shall be deleted in its entirety and renumbered as Paragraph 52.

8. Paragraph 51, HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT, shall be added to Agreement as follows:

"51. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: In accordance with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA') for inadvertent access to patient medical records, Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify hospital supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations in this regard."

9. Exhibit A, STATEMENT OF WORK, of Agreement shall be deleted in its entirety and replaced with Exhibit A-1, attached hereto and incorporated herein by reference.

10. Exhibit B, CONTRACTOR'S USE OF COUNTY SPACE, SPACE SUPPORT SERVICES AND OTHER SUPPORT SERVICES, of Agreement shall be deleted in its entirety and replaced with Exhibit B-1, attached hereto and incorporated herein by reference.

11. Exhibit C, USER-PARENT FEE SCHEDULE, shall be revised and replaced in accordance with procedures established in the Agreement. The User-Parent Fee Schedule, Exhibit C-1, is attached hereto and incorporated herein by reference.

12. Exhibit D, AUTHORIZED SPACE, of Agreement shall be deleted in its entirety.

13. Except for the changes set forth hereinabove, the wording of Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

CHILD DEVELOPMENT CONSORTIUM OF  
LOS ANGELES, INC.  
\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
(Type Name)

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

\_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Irene E. Riley, Director  
Contract Administration

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CVM:12/2/04



**STATEMENT OF WORK**

**CONTRACTOR'S SPECIFIC TASKS:**

The Contractor shall:

1. Administration:

A. Report to the Medical Center's designated Administrative Liaison ("Liaison") as requested, as well as the results of all regulatory observations.

B. Assess and collect fees from the user-parents.

C. Actively recruit new enrollees, as needed, in accordance with the guidelines established by the County.

D. Keep financial records.

E. Immediately provide the Liaison with copies of any reports the Contractor submits to the California State Department of Social Services, Community Care Licensing, website: <http://cclcd.ca.gov>, pursuant to Title 22, CCR section 101213, titled "Finances".

F. Meet regularly with and accept guidance from the Center Advisory Committee.

G. Obtain all required licenses and permits in compliance with Title 22, CCR, Article 2, titled Licensing. When applicable, all licenses and permits will permit services to non-ambulatory children.

H. Obtain all insurance and bonds required by this Agreement, and any requirements of law or regulations.

I. Maintain a policy and procedure manual. The manual is to be updated as necessary and reviewed annually by the designated Liaison and the Center Advisory Committee.

2. Delivery of Service:

A. Operate the Child Care Center (Center) during the agreed upon hours and days of program operation. The Center will provide day care services from 6:30 a.m. to 6:00 p.m., Monday through Friday. The Contractor may elect to close the Center on Christmas Day, New Year's Day, Thanksgiving Day, and the Friday after Thanksgiving, Martin Luther King Day, Presidents Day, Memorial Day, July 4, Labor Day, Columbus Day and Veteran's Day. The Contractor and Liaison must mutually agree upon any change in this schedule for the Center operating hours with thirty (30) days written notice to the parents of the children in the child care center.

B. Develop, implement, and maintain admission procedures in compliance with Title 22, CCR Sections 101218.1 and 101419.2, including but not limited to: (a) an individualized plan of infant needs and services prior to each infant's first day at the Center, with a copy of

such plan provided to the parent(s)/ guardian; and, (b) the maintenance of current immunization records.

C. Develop and maintain the program curriculum, in consultation with the Center Advisory Committee and Liaison.

D. Provide nutritional supplements in accordance with Title 22, CCR, Section 101227, titled "Food Service", to children in the morning and afternoon, with appropriate consideration given to ethnic and cultural preferences, and for special diets, e.g., sugar or salt-free diets. Parents will be responsible for providing lunches for their children, or subject to availability of a vendor, may purchase lunch through Contractor.

E. Provide appropriate infant care food service for each infant in accordance with Title 22, CCR, Section 101427, titled "Infant Care Food Service", using food provided by the parent. The Center staff must work closely and cooperatively with the parent(s) of each infant to attain maximum compliance with the wishes and instructions of the parent(s) regarding food service.

F. Administer prescription and non-prescription medications to children with appropriately signed parental authorization and in accordance with Title 22, CCR, Section 101226, titled "Health Related Services".

G. Provide no water activities which fall within the restrictions of Title 22, CCR, section 101216.6, titled "Staffing for Water Activities".

H. Not be responsible for transportation arrangements for the children to or from the Center, except for scheduled field trips.

3. Staffing and Staff Training:

A. Assure that the Director and staff meet, at a minimum, the educational standards required by law in accordance with Title 22, CCR, Sections 101215.1 and 101216.1, and this Agreement, whichever is highest.

B. Assure that when the Director of the Center is temporarily away from the Center, arrangements are made for a fully qualified infant care teacher to act as a substitute. If the absence is for more than 30 consecutive calendar days, the substitute Director shall meet the qualifications of a Director. (This assumes licensing for less than 25 infants.)

C. Maintain, as a minimum, the adult/child staff ratios required by law in accordance with Title 22, CCR, Sections 101416.5 and 101216.3, and this Agreement, whichever is highest.

D. Assure that the staff assignments reflected in the work schedule meet or surpass the minimum staffing

ratios, as identified above, at all times. There shall be provision for overlap of staff for different shifts so that continuity of care is assured.

E. Assure that only infant care teachers are used as teachers for the provision of infant care.

F. Establish and maintain in-house training of staff, including aides.

G. Demonstrate ability to meet or exceed State requirements for one staff person trained in CPR, to be onsite whenever children are in attendance.

4. Quality Control:

A. Maintain a system to assure continuation of all required licenses and permits. When an "evaluator" provides a notice of deficiency to the licensee, as provided for in Title 22, CCR, section 101192, titled "Deficiencies in Compliance", the Contractor shall immediately notify Medical Center's Liaison and provide him/her any follow-up reports as may be requested.

B. Shall maintain accreditation by the National Association from the Education for Young Children.

C. Establish and maintain a system of quality control to assure that the administered policies and procedures promote attainment of the County's desired program. The Contractor must, on a scheduled basis, review

and re-analyze the Center's activities, particularly the program curriculum, to assure that optimum use is made of the Center's resources to accomplish the Center's child development goals.

D. Establish and maintain a system to assure compliance with all actions required of the Contractor by this Agreement.

5. Physical Plant, Equipment, and Supplies:

A. Establish and maintain a child care facility which is clean, safe, secure, and comfortable, in addition to being a pleasant and creative environment for children. At a minimum, custodial services must be at a level of those requirements outlined in Title 22, CCR.

B. Establish and maintain an ongoing system for maintenance and repair of all equipment used by the Center, including cleaning and deodorizing. System is to include timely notification to County regarding repair and maintenance of the facility grounds, including the play yard, fixed equipment of the building, and fencing of the play yard, as well as the security system. Contractor is responsible for maintenance and repair of all other items.

C. Establish and maintain a system to assure maintenance of an adequate inventory of supplies to permit activities as scheduled.

D. Provide diapers and/or food, as needed, when the parent(s) fail to provide an adequate supply. This does not preclude an arrangement for the parent(s) to replenish the supply or reimburse the Contractor. If cloth diapers are used, parents must provide an airtight plastic container to store soiled diapers, and it must be taken home and sanitized daily.

The parents will be responsible for food for infants and lunches for the other children.

E. Obtain and maintain first aid supplies which meet or surpass the requirements set out in Title 22, CCR, section 101326, titled "Health Related Services".

F. If necessary, notify Liaison or other authorized designee, when County action is needed to attain County's compliance with a responsibility the County has agreed to assume regarding the facility, equipment, utility services, or other services identified in this Agreement.

G. Provide adequate incoming telephone service to serve the need of parents to have ready telephone access to the Center staff, and provide adequate outgoing telephone service (may include pay phones) for the parents' use.

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**CONTRACTOR'S USE OF COUNTY SPACE, SPACE SUPPORT SERVICES AND  
OTHER SUPPORT SERVICES**

1. AUTHORIZED SPACE: Contractor is hereby granted permission to utilize for the term of this Agreement in accordance with the following terms and conditions, County building space, space support services and other support services, and furniture and equipment, identified in Attachment I of this Exhibit B-1, attached hereto and incorporated herein by reference. Such use shall be only for the provision of child care services provided for the child care facility, a structure designed to meet all building codes and licensure requirements to serve as a combined infant and child care Center. It is expressly understood that this Agreement does not constitute the conveyance by County to Contractor of any estate or interest in real or personal property.

2. PHYSICAL CHANGES, ALTERATIONS, AND IMPROVEMENTS: Contractor shall make no structural or non-structural changes, alterations, or improvements to the space utilized by it hereunder, other than as may expressly be provided for hereinafter.

3. OPERATIONAL SPACE RESPONSIBILITIES: Contractor shall:

A. Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all equipment leased or placed by Contractor within the area occupied by Contractor.

B. Repair any and all damage beyond normal wear and tear to County property arising out of the conduct of the authorized activities on the premises.

C. Permit the Facility Plant Maintenance Manager or his authorized representative(s), or both, to enter the area occupied at any time for any purpose incidental to the performance of the duties required of the Facility Plant Maintenance Manager by Los Angeles County Code.

D. Provide all security devices not provided by County which Contractor requires for the protection of the fixtures and equipment used in the conduct of the authorized activities from theft, burglary, or vandalism, provided written approval for the installation thereof is first obtained from the Facility Plant Maintenance Manager.

E. Replace as necessary, all personal property listed in Attachment-1. Any and all replacements must be approved in writing by Liaison prior to replacement, and all property purchased by Contractor shall remain the property of the Contractor.

F. Within ninety(90)days following initiating operations, Contractor and County shall approve a list of personal property (Attachment I of the Exhibit B-1) in the Child Care Center. All property on that list, which is replaced by Contractor, shall become the property of Contractor, who shall tag or otherwise identify such property upon replacement. All personal property in Attachment I that has not been replaced shall be returned to County in good and sufficient operating condition, considering normal wear and tear, at the expiration or termination of this Agreement.

4. COMPREHENSIVE EQUIPMENT INVENTORY: Within ninety (90) calendar days of the effective date of this Agreement, Contractor shall, in association with appropriate County Facility staff, jointly conduct and maintain a comprehensive equipment inventory listing all furniture and equipment provided by County covered under this Agreement and located at the Child Care Facility. Such inventory shall identify each item by type, manufacturer, model number, serial number, or Los Angeles County number (if available), section location (available building and/or room number). Any and all replacement of items listed in the inventory, must be approved in advance, by Liaison. In Medical Facility Administrator's sole discretion, cost of such replacement will be borne by

Contractor, if the need to replace such items is the result of fault or negligence of Contractor, as determined solely by any Medical Facility administration.

5. RIGHT TO ENTRY: The premises described herein shall at all times be open to the inspection of County or other governmental authorities duly authorized by Hospital's Liaison.

6. SUPPORT SERVICES: The support services for County space utilized by Contractor hereunder, which are listed in Attachment I of the Exhibit B-1, shall be provided by County in accordance with the terms and condition set forth herein. Any other support services shall be provided by Contractor and their costs shall be borne solely by Contractor.

7. EASEMENTS OR OTHER PROPERTY INTEREST: Before interfering with any easement, license, or proprietary interest pertaining to the premises of the services provided hereunder, whether held by County or a third party, Contractor shall obtain the approval in writing of the County's Chief Administrative Office or such third party, as appropriate. In the event Contractor has been given notice by the Chief Administrative Officer of the existence of an easement, license, or proprietary interest held by County, then Contractor agrees to bear any and all liability for damage done by Contractor's personnel to said easement, license, or

proprietary interest.

8. ADMINISTRATION OF COUNTY SPACE: County does not grant or delegate hereunder any of its governmental powers (statutory, implied, administrative, or otherwise) with respect to County space hereunder to Contractor.

9. AUTHORITY TO STOP: In the event Director finds that any activity conducted by Contractor on County premises endangers the health or safety of County patients, County personnel, or others, Contractor shall forthwith cease such activity. In addition, Director may close or secure the premises where the activity has been conducted until the area is determined to be non-hazardous.

10. TAXES: Contractor shall be liable for any and all taxes which may be levied or assessed upon the personal property and fixtures belonging to Contractor, and located in the described area, as well as any possessory interest tax applicable to the premises as a result of Contractor's occupancy.

11. ACKNOWLEDGEMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE: Contractor expressly acknowledges that Contractor will be in possession of the premises as a result of County's previously acquired property interest. In recognition of such fact, Contractor hereby disclaims any status as a "displaced person" as such is defined in Governmental Code Section 7260,

and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Sections 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b)(1) of the California Code of Regulations.

12. SURRENDER OF PREMISES: Following termination of this Agreement, Contractor shall within two (2) days, not counting Saturdays and Sundays, vacate the County-owned property provided Contractor for the provision of services described hereunder. Contractor shall within such period remove from said County-owned property all furniture, equipment, and other property owned or leased by Contractor, or otherwise the responsibility of Contractor. Contractor shall peaceably vacate premises, and any and all improvements located thereon shall be delivered to County in reasonably good condition, normal wear and tear excepted. In no event shall Contractor have any right to remain on said premises following two (2) days, not counting Saturdays or Sundays, after the expiration, cancellation or termination, date of this Agreement.

13. PARKING SPACE AVAILABLE TO CONTRACTOR: The Medical Center's Administrator, or his/her authorized designee, shall provide for employee and user-parent vehicle parking spaces as needed for the provision of services hereunder, with the understanding that Contractor's use of such space shall be for the sole purpose of expediting the operation of the Center.

**COUNTY SPACE, SPACE SUPPORT SERVICES AND OTHER SERVICES, AND  
FURNITURE AND EQUIPMENT**

1. SPACE:

A. Location: LAC-USC Medical Center, 1401 N. Mission Road, Los Angeles, California 90033.

B. Contractor is authorized to occupy the entire Site. The facility is comprised of 4,067 square feet.

2. SPACE SUPPORT SERVICES AND OTHER SUPPORT SERVICES:

A. County shall be responsible, except as may specifically be identified in this Agreement, for the cost of all maintenance, repair, and upkeep of the facility, including the yard, storage shed and block walls.

B. County shall be responsible, except as may specifically be identified in this Agreement, for the cost of the following utilities and space related services:

Utilities:

- (1) Water
- (2) Gas
- (3) Electricity

Services:

- (1) Security patrol and response, including installation and maintenance of a security alarm system, complete Custodial and housekeeping services;

including a daily supply of toilet paper and paper towels, and weekly yard sweeping.

(2) Additional custodial services for the infant care areas only.

(3) Floors, except those carpeted, shall be vacuumed or swept and mopped with a disinfecting solution at least daily carpeted floors and large throw rugs which cannot be washed shall be vacuumed at least daily and cleaned at least every six (6) months, or more often if necessary.

(4) Small rugs which can be washed shall be shook or vacuumed at least daily.

(5) Walls and portable partitions shall be washed with a disinfecting solution at least weekly.

(6) Exterminator services

(7) Trash collection

(8) Curb-way upkeep

(9) Fence maintenance

(10) Blacktop maintenance

(11) Building, maintenance & repairs (including plumbing, electrical, heating and air-conditioning).

(12) Exterior and interior painting of the building.

(13) Exterior lighting

(14) Landscape maintenance



- (15) Signage (outdoor and indoor)
- (16) Maintenance of furniture and equipment
- (17) Repair of furniture and equipment
- (18) Fire extinguisher equipment and maintenance
- (19) Telephone installation and a Centrex telephone
- (20) Window coverings and/or tint for windows, if requested by Contractor.
- (21) Provide rubber gloves for use

3. Equipment: The following equipment shall be repaired by County, as needed:

- A. Garbage disposal unit
- B. Dishwasher
- C. Refrigerator
- D. Microwave oven
- E. Stove
- F. Clothes washer/dryer
- G. Desk and file cabinet for the office

AMENDCD3613:CV  
CVM:12/2/04



**USER - PARENT FEE SCHEDULE**

The fees listed below have been mutually agreed to by Contractor and County and are to remain in effect for twelve months beginning September 1<sup>st</sup> through August 31<sup>st</sup> of the contract term.

User-Parent fees, or increases thereafter, and any other fees, shall be reviewed annually and revised, if necessary, upon mutual consent of the Contractor and Center Advisory Committee. Any User-Parent fee increases, and any other fee increases, shall become effective on September 1<sup>st</sup> of the contract term.

**LAC+USC Center's Tuition Fees 2004-2005**

<b><u>Monthly:</u></b>	<b>5 days</b>	<b>4 days</b>	<b>3 days</b>	<b>2 days</b>
Infants	\$ 628	\$ 581	\$ 436	\$ 290
Toddlers	\$ 542	\$ 485	\$ 363	\$ 243
Preschool/Kinder	\$ 451	\$ 407	\$ 305	\$ 204
<b><u>Weekly:</u></b>	<b>5 days</b>	<b>4 days</b>	<b>3 days</b>	<b>2 days</b>
Infants	\$ 145	\$ 134	\$ 101	\$ 67
Toddlers	\$ 125	\$ 112	\$ 84	\$ 56
Preschool/Kinder	\$ 104	\$ 94	\$ 71	\$ 47
<b><u>Daily:</u></b>				
Infants	\$ 34			
Toddlers	\$ 28			
Preschool/Kinder	\$ 24			

**CHILD CARE CENTER SERVICES ON COUNTY SITE AGREEMENT**

**AMENDMENT NO. 1**

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2004,

by and between the	COUNTY OF LOS ANGELES (hereafter "County"),
and	CHILD DEVELOPMENT CONSORTIUM OF LOS ANGELES, INC., (hereafter "Contractor").

WHEREAS, reference to that certain document entitled "CHILD  
CARE CENTER SERVICES ON COUNTY SITE AGREEMENT", dated October  
21, 2004, and further identified as County Agreement No. H-  
700258 (hereafter referred to as "Agreement");

WHEREAS, the term "Medical Center" refers to OLIVE VIEW-  
UNIVERSITY OF CALIFORNIA LOS ANGELES MEDICAL CENTER, 14445 Olive  
View Drive, Sylmar, California 91342; and

WHEREAS, Agreement provides that changes may be made in the  
form of a written amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on January 1,  
2005.

2. Agreement is hereby extended for a one (1) year period through December 31, 2005, and may thereafter be extended by Director on a month-to-month basis, for a period of time not to exceed eight (8) months, commencing on January 1, 2005 through August 31, 2006.

3. Paragraph 35, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of Agreement shall be deleted in its entirety and replaced with the following:

"35. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall

implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

4. Paragraph 36, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of Agreement shall be deleted in its entirety and replaced with the following:

"36. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 30 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), hereinabove, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 29 (Termination for Default), hereinabove, and pursue debarment, pursuant to County Code Chapter 2.202."

5. Paragraph 37, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S

COMMITMENT TO CHILD SUPPORT ENFORCEMENT, of Agreement shall be deleted in its entirety. However, the paragraph number shall be retained, but the content is intentionally left blank.

6. Exhibit A, STATEMENT OF WORK, of Agreement shall be deleted in its entirety and replaced with Exhibit A-1, attached hereto and incorporated herein by reference.

7. Exhibit B, CONTRACTOR'S USE OF COUNTY SPACE, SPACE SUPPORT SERVICES AND OTHER SUPPORT SERVICES, of Agreement shall be deleted in its entirety and replaced with Exhibit B-1, attached hereto and incorporated herein by reference.

8. Exhibit C, USER-PARENT FEE SCHEDULE, shall not be revised or changed, except in accordance with procedures established in the Agreement.

9. Exhibit D, AUTHORIZED SPACE, of Agreement shall be deleted in its entirety.

10. Except for the changes set forth hereinabove, the wording of Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

CHILD DEVELOPMENT CONSORTIUM OF  
LOS ANGELES, INC.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
(Type Name)

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

\_\_\_\_\_  
Deputy

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Irene E. Riley, Director  
Contract Administration

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CVM:11/18/04





**STATEMENT OF WORK**

**CONTRACTOR'S SPECIFIC TASKS:**

The Contractor shall:

1. Administration:

A. Report to the Medical Center's designated Administrative Liaison ("Liaison") as requested, as well as the results of all regulatory observations.

B. Assess and collect fees from the user-parents.

C. Actively recruit new enrollees, as needed, in accordance with the guidelines established by the County.

D. Keep financial records.

E. Immediately provide the Liaison with copies of any reports the Contractor submits to the California State Department of Social Services, Community Care Licensing, website: <http://cclcd.ca.gov>, pursuant to Title 22, CCR section 101213, titled "Finances".

F. Meet regularly with and accept guidance from the Center Advisory Committee.

G. Obtain all required licenses and permits in compliance with Title 22, CCR, Article 2, titled Licensing. When applicable, all licenses and permits will permit services to non-ambulatory children.

H. Obtain all insurance and bonds required by this Agreement, and any requirements of law or regulations.

I. Maintain a policy and procedure manual. The manual is to be updated as necessary and reviewed annually by the designated Liaison and the Center Advisory Committee.

2. Delivery of Service:

A. Operate the Child Care Center (Center) during the agreed upon hours and days of program operation. The Center will provide day care services from 6:30 a.m. to 6:00 p.m., Monday through Friday. The Contractor may elect to close the Center on Christmas Day, New Year's Day, Thanksgiving Day, and the Friday after Thanksgiving, Martin Luther King Day, Presidents Day, Memorial Day, July 4, Labor Day, Columbus Day and Veteran's Day. The Contractor and Liaison must mutually agree upon any change in this schedule for the Center operating hours with thirty (30) days written notice to the parents of the children in the child care center.

B. Develop, implement, and maintain admission procedures in compliance with Title 22, CCR Sections 101218.1 and 101419.2, including but not limited to: (a) an individualized plan of infant needs and services prior to each infant's first day at the Center, with a copy of

such plan provided to the parent(s)/ guardian; and, (b) the maintenance of current immunization records.

C. Develop and maintain the program curriculum, in consultation with the Center Advisory Committee and Liaison.

D. Provide nutritional supplements in accordance with Title 22, CCR, Section 101227, titled "Food Service", to children in the morning and afternoon, with appropriate consideration given to ethnic and cultural preferences, and for special diets, e.g., sugar or salt-free diets. Parents will be responsible for providing lunches for their children, or subject to availability of a vendor, may purchase lunch through Contractor.

E. Provide appropriate infant care food service for each infant in accordance with Title 22, CCR, Section 101427, titled "Infant Care Food Service", using food provided by the parent. The Center staff must work closely and cooperatively with the parent(s) of each infant to attain maximum compliance with the wishes and instructions of the parent(s) regarding food service.

F. Administer prescription and non-prescription medications to children with appropriately signed parental authorization and in accordance with Title 22, CCR, Section 101226, titled "Health Related Services".

G. Provide no water activities which fall within the restrictions of Title 22, CCR, section 101216.6, titled "Staffing for Water Activities".

H. Not be responsible for transportation arrangements for the children to or from the Center, except for scheduled field trips.

3. Staffing and Staff Training:

A. Assure that the Director and staff meet, at a minimum, the educational standards required by law in accordance with Title 22, CCR, Sections 101215.1 and 101216.1, and this Agreement, whichever is highest.

B. Assure that when the Director of the Center is temporarily away from the Center, arrangements are made for a fully qualified infant care teacher to act as a substitute. If the absence is for more than 30 consecutive calendar days, the substitute Director shall meet the qualifications of a Director. (This assumes licensing for less than 25 infants.)

C. Maintain, as a minimum, the adult/child staff ratios required by law in accordance with Title 22, CCR, Sections 101416.5 and 101216.3, and this Agreement, whichever is highest.

D. Assure that the staff assignments reflected in the work schedule meet or surpass the minimum staffing

ratios, as identified above, at all times. There shall be provision for overlap of staff for different shifts so that continuity of care is assured.

E. Assure that only infant care teachers are used as teachers for the provision of infant care.

F. Establish and maintain in-house training of staff, including aides.

G. Demonstrate ability to meet or exceed State requirements for one staff person trained in CPR, to be onsite whenever children are in attendance.

4. Quality Control:

A. Maintain a system to assure continuation of all required licenses and permits. When an "evaluator" provides a notice of deficiency to the licensee, as provided for in Title 22, CCR, section 101192, titled "Deficiencies in Compliance", the Contractor shall immediately notify Medical Center's Liaison and provide him/her any follow-up reports as may be requested.

B. Shall maintain accreditation by the National Association from the Education for Young Children.

C. Establish and maintain a system of quality control to assure that the administered policies and procedures promote attainment of the County's desired program. The Contractor must, on a scheduled basis, review

and re-analyze the Center's activities, particularly the program curriculum, to assure that optimum use is made of the Center's resources to accomplish the Center's child development goals.

D. Establish and maintain a system to assure compliance with all actions required of the Contractor by this Agreement.

5. Physical Plant, Equipment, and Supplies:

A. Establish and maintain a child care facility which is clean, safe, secure, and comfortable, in addition to being a pleasant and creative environment for children. At a minimum, custodial services must be at a level of those requirements outlined in Title 22, CCR.

B. Establish and maintain an ongoing system for maintenance and repair of all equipment used by the Center, including cleaning and deodorizing. System is to include timely notification to County regarding repair and maintenance of the facility grounds, including the play yard, fixed equipment of the building, and fencing of the play yard, as well as the security system. Contractor is responsible for maintenance and repair of all other items.

C. Establish and maintain a system to assure maintenance of an adequate inventory of supplies to permit activities as scheduled.

D. Provide diapers and/or food, as needed, when the parent(s) fail to provide an adequate supply. This does not preclude an arrangement for the parent(s) to replenish the supply or reimburse the Contractor. If cloth diapers are used, parents must provide an airtight plastic container to store soiled diapers, and it must be taken home and sanitized daily.

The parents will be responsible for food for infants and lunches for the other children.

E. Obtain and maintain first aid supplies which meet or surpass the requirements set out in Title 22, CCR, section 101326, titled "Health Related Services".

F. If necessary, notify Liaison or other authorized designee, when County action is needed to attain County's compliance with a responsibility the County has agreed to assume regarding the facility, equipment, utility services, or other services identified in this Agreement.

G. Provide adequate incoming telephone service to serve the need of parents to have ready telephone access to the Center staff, and provide adequate outgoing telephone service (may include pay phones) for the parents' use.

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**CONTRACTOR'S USE OF COUNTY SPACE, SPACE SUPPORT SERVICES AND  
OTHER SUPPORT SERVICES**

1. AUTHORIZED SPACE: Contractor is hereby granted permission to utilize for the term of this Agreement in accordance with the following terms and conditions, County building space, space support services and other support services, and furniture and equipment, identified in Attachment I of the Exhibit B-1, attached hereto and incorporated herein by reference. Such use shall be only for the provision of child care services provided for the child care facility, a structure designed to meet all building codes and licensure requirements to serve as a combined infant and child care Center. It is expressly understood that this Agreement does not constitute the conveyance by County to Contractor of any estate or interest in real or personal property.

2. PHYSICAL CHANGES, ALTERATIONS, AND IMPROVEMENTS: Contractor shall make no structural or non-structural changes, alterations, or improvements to the space utilized by it hereunder, other than as may expressly be provided for hereinafter.

3. OPERATIONAL SPACE RESPONSIBILITIES: Contractor shall:

A. Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all equipment leased or placed by Contractor within the area occupied by Contractor.

B. Repair any and all damage beyond normal wear and tear to County property arising out of the conduct of the authorized activities on the premises.

C. Permit the Facility Plant Maintenance Manager or his authorized representative(s), or both, to enter the area occupied at any time for any purpose incidental to the performance of the duties required of the Facility Plant Maintenance Manager by Los Angeles County Code.

D. Provide all security devices not provided by County which Contractor requires for the protection of the fixtures and equipment used in the conduct of the authorized activities from theft, burglary, or vandalism, provided written approval for the installation thereof is first obtained from the Facility Plant Maintenance Manager.

E. Replace as necessary, all personal property listed in Attachment-1. Any and all replacements must be approved in writing by Liaison prior to replacement, and all property purchased by Contractor shall remain its property.

F. Within ninety(90)days following initiating operations, Contractor and County shall approve a list of personal property (Attachment I of the Exhibit B-1) in the Child Care Center. All property on that list, which is replaced by Contractor, shall become the property of Contractor, who shall tag or otherwise identify such property upon replacement. All personal property in Attachment B-1 that has not been replaced shall be returned to County in good and sufficient operating condition, considering normal wear and tear, at the expiration or termination of this Agreement.

4. COMPREHENSIVE EQUIPMENT INVENTORY: Within ninety (90) calendar days of the effective date of this Agreement, Contractor shall, in association with appropriate County Facility staff, jointly conduct and maintain a comprehensive equipment inventory listing all furniture and equipment provided by County covered under this Agreement and located at the Child Care Facility. Such inventory shall identify each item by type, manufacturer, model number, serial number, or Los Angeles County number (if available), section location (available building and/or room number). Any and all replacement of items listed in the inventory, must be approved in advance, by Liaison. In Medical Facility Administrator's sole discretion, cost of such replacement will be borne by

Contractor, if the need to replace such items is the result of fault or negligence of Contractor as determined solely by any Medical Facility Administration.

5. RIGHT TO ENTRY: The premises described herein shall at all times be open to the inspection of County or other governmental authorities duly authorized by Hospital's Liaison.

6. SUPPORT SERVICES: The support services for County space utilized by Contractor hereunder, which are listed in Attachment I of the Exhibit B-1, shall be provided by County in accordance with the terms and condition set forth herein. Any other support services shall be provided by Contractor and their costs shall be borne solely by Contractor.

7. EASEMENTS OR OTHER PROPERTY INTEREST: Before interfering with any easement, license, or proprietary interest pertaining to the premises of the services provided hereunder, whether held by County or a third party, Contractor shall obtain the approval in writing of the County's Chief Administrative Office or such third party, as appropriate. In the event Contractor has been given notice by the Chief Administrative Officer of the existence of an easement, license, or proprietary interest held by County, then Contractor agrees to bear any and all liability for damage done by Contractor's personnel to said easement, license, or

proprietary interest.

8. ADMINISTRATION OF COUNTY SPACE: County does not grant or delegate hereunder any of its governmental powers (statutory, implied, administrative, or otherwise) with respect to County space hereunder to Contractor.

9. AUTHORITY TO STOP: In the event Director finds that any activity conducted by Contractor on County premises endangers the health or safety of County patients, County personnel, or others, Contractor shall forthwith cease such activity. In addition, Director may close or secure the premises where the activity has been conducted until the area is determined to be non-hazardous.

10. TAXES: Contractor shall be liable for any and all taxes which may be levied or assessed upon the personal property and fixtures belonging to Contractor, and located in the described area, as well as any possessory interest tax applicable to the premises as a result of Contractor's occupancy.

11. ACKNOWLEDGEMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE: Contractor expressly acknowledges that Contractor will be in possession of the premises as a result of County's previously acquired property interest. In recognition of such fact, Contractor hereby disclaims any status as a "displaced person" as such is defined in Governmental Code Section 7260,

and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Sections 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b)(1) of the California Code of Regulations.

12. SURRENDER OF PREMISES: Following termination of this Agreement, Contractor shall within two (2) days, not counting Saturdays and Sundays, vacate the County-owned property provided Contractor for the provision of services described hereunder. Contractor shall within such period remove from said County-owned property all furniture, equipment, and other property owned or leased by Contractor, or otherwise the responsibility of Contractor. Contractor shall peaceably vacate premises, and any and all improvements located thereon shall be delivered to County in reasonably good condition, normal wear and tear excepted. In no event shall Contractor have any right to remain on said premises following two (2) days, not counting Saturdays or Sundays, after the expiration, cancellation or termination, date of this Agreement.

13. PARKING SPACE AVAILABLE TO CONTRACTOR: The Medical Center's Administrator, or his/her authorized designee, shall provide for employee and user-parent vehicle parking spaces as needed for the provision of services hereunder, with the understanding that Contractor's use of such space shall be for the sole purpose of expediting the operation of the Center.

**COUNTY SPACE, SPACE SUPPORT SERVICES AND OTHER SERVICES, AND**  
**FURNITURE AND EQUIPMENT**

1. SPACE:

A. Location: Olive View-UCLA Medical Center, 14445 Olive View Drive, Sylmar, California 91342.

B. Contractor is authorized to occupy the entire Site. The facility is comprised of 5,950 square feet and the site is 27,000 square feet.

2. SPACE SUPPORT SERVICES AND OTHER SUPPORT SERVICES:

A. County shall be responsible, except as may specifically be identified in this Agreement, for the cost of all maintenance, repair, and upkeep of the facility, including the yard, storage shed and block walls.

B. County shall be responsible, except as may specifically be identified in this Agreement, for the cost of the following utilities and space related services:

Utilities:

- (1) Water
- (2) Gas
- (3) Electricity

Services:

- (1) Security patrol and response, including installation and maintenance of a security alarm



system, complete Custodial and housekeeping services; including a daily supply of toilet paper and paper towels, and weekly yard sweeping.

(2) Additional custodial services for the infant care areas only.

(3) Floors, except those carpeted, shall be vacuumed or swept and mopped with a disinfecting solution at least daily carpeted floors and large throw rugs which cannot be washed shall be vacuumed at least daily and cleaned at least every six (6) months, or more often if necessary.

(4) Small rugs which can be washed shall be shook or vacuumed at least daily.

(5) Walls and portable partitions shall be washed with a disinfecting solution at least weekly.

(6) Exterminator services

(7) Trash collection

(8) Curb-way upkeep

(9) Fence maintenance

(10) Blacktop maintenance

(11) Building, maintenance & repairs (including plumbing, electrical, heating and air-conditioning).

(12) Exterior and interior painting of the building.

(13) Exterior lighting

- (14) Landscape maintenance
- (15) Signage (outdoor and indoor)
- (16) Maintenance of furniture and equipment
- (17) Repair of furniture and equipment
- (18) Fire extinguisher equipment and maintenance
- (19) Telephone installation and a Centrex telephone
- (20) Window coverings and/or tint for windows, if requested by Contractor.
- (21) Provide rubber gloves for use

3. Equipment: The following equipment shall be repaired by County, as needed:

- A. Garbage disposal unit
- B. Dishwasher
- C. Refrigerator
- D. Microwave oven
- E. Stove
- F. Clothes washer/dryer
- G. Desk and file cabinet for the office

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